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1998-04-08 10:09:10
Cook County Recorder 37.00

RECORDATION REQUESTED BY:

East Side Bank and Trust Company
10635 S. Ewing Avenue
P.O. Box 17170
Chicago, IL 60617

WHEN RECORDED MAIL TO:

East Side Bank and Trust Company
10635 S. Ewing Avenue
P.O. Box 17170
Chicago, IL 60617

deed 9-1-348601

FOR RECORDER'S USE ONLY

Tall 9732 OF

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This Mortgage prepared by: East Side Bank & Trust Co. / V. Buoscio
10635 Ewing Avenue
Chicago, IL 60617



MORTGAGE

THIS MORTGAGE IS DATED MARCH 27, 1998, between Alfonso Valadez and Maria J. Valadez, joint tenants, whose address is 9732 Avenue L, Chicago, IL 60617 (referred to below as "Grantor"); and East Side Bank and Trust Company, whose address is 10635 S. Ewing Avenue, P.O. Box 17170, Chicago, IL 60617 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

Lot 14 in Block 15 in Taylor's Addition to South Chicago, being a Subdivision of the Southwest fractional quarter of Fractional Section 5, South of the Indian Boundary Line, Township 37 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois

The Real Property or its address is commonly known as 9732 Avenue L, Chicago, IL 60617. The Real Property tax identification number is 26-05-321-037-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means Alfonso Valadez and Maria J. Valadez. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors,

BOX 333-CTI

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The word "improvements", means and includes without limitation all exciting and future
surprises, and accommodation parties in connection with the indebtedness.

**MORTGAGE
(Continued)**

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MORTGAGE (Continued)

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by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on or under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security

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WARANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description in the Deed; (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender; (c) in any title insurance policy, title report, or final title opinion issued in favor of and accepted by, Lender in connection with this Mortgage, and (d) Grantor has the full right, power, and authority to be delivered to Lender in the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the title to this Property against all persons, in the event any action or proceeding is commenced that questions Grantor's expenses, attorney's fees, or costs to be delivered, to Lender such instruments as Lender may request entitled to participate in the proceeding and in such proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request entitled to participate in the proceeding and in such proceeding by counsel of Lender's own choice, and

such Injunction or Proceedings. Grantor shall pay Lender of any loss or damage to the Property. Lender may make good of loss if Grantor fails to do so within fifteen (15) days of the causality. Whether or not Lender's security is impaired, Lender may, at his election, apply the proceeds to the restoration and repair of the indebtedness, payments of any kind after failing to restore the damaged or depreciated property to its original condition, or the replacement of the damaged or depreciated property by such reasonable amount as Lender shall require. Lender elects to apply the payments in a manner satisfactory to Lender. Lender shall, upon satisfaction of such indebtedness, pay or remunerate Grantor from the proceeds, for the reasonable cost of repairing or restoring the improvements in a manner satisfactory to Lender. Any proceeds to Lender after payment in full of the indebtedness, such proceeds shall be paid to Grantor. Any unexpired insurance shall pass to the benefit of, and pass to, the purchaser of the Mortgaged property, covered by this Mortgage, or at any foreclosure sale of such property. Unexpired insurance of the Mortgaged property, covered by this Mortgage, shall be held under the preceding paragraph, or if any section of this Mortgage, or if any provision of this Mortgage, is commended that would materially affect Lender's interest, Lender, Lender or Grantor's rights or remedies to the extent of such amounts, shall be entitled to the same as if this Mortgage had been executed in accordance with the terms hereof.

Maintainance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard mortgagee on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any clause, and extended coverage, a endorsement basis, for the full insurable value covering all fixtures, equipment, and personalty under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain other property in favor of Lender until such time becomes necessary to do so.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Policy:
a. Commencement of Coverage. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of taxes or assessments and shall authorize the appropriate government official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.
b. Notices of Commencement. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, or any services are furnished, or any materials are supplied to the Property, if any mechanic's lien upon real estate or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance statistics satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Seabed occupancy is to Lender in an amount sufficient to discharge the lien plus any costs and attorney fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any event, Grantee shall render as an additional obligation under any surety bond furnished in the contract of lease and shall satisfy any adversement before enforcement against the property.

MORTGAGE
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MORTGAGE
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accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above

Furthermore, at any time, and from time to time, upon request of Lender, Granitor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Granitor's designee, and when requested by Lender, clauses to be filled, recorded, relitled, or reexecuted, as the case may be, as such items and documents as Lender may deem appropriate, any and all such mortgages, deeds of trust, securities, security agreements, contracts, instruments, statements, continuations of instruments, certificates, certifications, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to affectuate, complete, perfect, continue, or preserve (a) the obligations of Granitor under the Note, (b) the obligations of Lender to the Related Document holders, and (c) the obligations of Granitor to Lender under the Note, in whole or in part, whether now owned or hereafter acquired by Granitor. Unless as provided by law or agreed to by Lender by prior written notice, Granitor shall remain liable for all costs and expenses incurred in connection with the matters referred to in this paragraph.

IMPOSITION OF FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to government taxes, fees and charges are a part of this Mortgage:

Current Taxes, . . ., and Charges. Upon request by Lender, Gramtor shall execute such documents in addition to this Note, agree and take whatever other action is requested by Lender to perfect and complete Lenders's lien on the Real Property. Gramtor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentation fees, and other charges for registering this Mortgage.

Landlord's lien on the Real Property. Gramtor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentation fees, and other charges for registering this Mortgage.

Taxes. The following shall constitute the taxes to which this section applies:

(a) A specific tax upon this type of Mortgagor or upon all or any part of the indebtedness secured by this Mortgage;

(b) A specific tax on all or any portion of the indebtedness or on payment of principal and interest made by Mortgagor;

(c) A tax on this type of Mortgage chargeable against the holder of the holder of the Note; and (d) A specific tax on all or any portion of the indebtedness secured by this type of Mortgage.

Mortgagee or upon all or any part of the indebtedness secured by this Mortgage;

(a) A specific tax upon this type of Mortgagor or upon all or any part of the indebtedness secured by this Mortgage;

(b) A specific tax on all or any portion of the indebtedness or on payment of principal and interest made by Mortgagor;

(c) A tax on this type of Mortgage chargeable against the holder of the holder of the Note; and (d) A specific tax on all or any portion of the indebtedness secured by this type of Mortgage.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below, unless Gramtor pays the tax before it becomes delinquent, or (e), constitutes the tax as provided below in the Taxes and Lenses section and depositors with Lender cash or a similar art corporate surety bond or other security satisfactory to Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings, or by any proceeding or purchase in lieu of condemnation, Lender may at his election require that all or portion of the net proceeds of the award be applied to the independent expenses of the preparation or restoration of the award after payment of all reasonable costs.

Proceedings. If any proceeding or purchase in lieu of condemnation results in a loss incurred by Lender in connection with the condemnation, fees, and attorney's fees, and other expenses, and attorney's fees, incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Gramtor shall promptly notify Lender in writing, and Gramtor shall promptly take such steps as may be necessary to defend the action and obtain the award.

Gramtor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Gramtor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to permit such participation.

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MORTGAGE (Continued)

used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X Alfonso Valadez
Alfonso Valadez

X Maria J. Valadez
Maria J. Valadez

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Complex headwords in this Mongolian text are for convenience purposes only and are not to be

III. **Wife's right to sue.** The wife shall be governed by and construed in accordance with the laws of the state or province where the marriage was entered into, and accepted by law, in the suit or proceeding.

Agreements, This Noteholder, together with any Related Document, constitutes the entire understanding and agreement, save to the extent set forth in this Masterage. No Sterelevation of or Amendment to this Masterage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this mortgage:

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including a notice limitation or notice of default and any notice under this Mortgage, shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited in the U.S. Mail at the registered overnight courier, or, if mailed, shall be deemed effective when deposited in the U.S. Mail at the post office nearest the grantor's place of business, or when sent by certified mail, postage prepaid, directed to the address shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying the new address and the date of change. For notices purposes, Grantor agrees to keep lender informed of all changes in address, and to furnish a current address to the lender.

2000-2002 COUNTRY BRIEF: COUNTRY BRIEFS IN POSITION TO BE ANOTHER SURVEYED BY IAW.

WENGERE Elocution of Remedies. A WISER LAY AND Party of a breach of a provision of this Mortgage shall not exceed one-half the amount of the principal sum so paid or expended, plus interest thereon at the rate of six percent per annum, from the date of payment or expenditure to the date when such payment or expenditure is demanded under this Mortgage.

Notices of Sales. Lender shall give notice of the time and place of any public sale of the real or personal property to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Section of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising his rights and remedies, Lender shall be free to sell all or any part of the property together or separately. In one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the property.

Other Remedies. Lemper shall have all other rights and remedies provided in this Note or the Note of Settlement.

Debtors may obtain a judgment for any deficiency if permitted by applicable law, under any of all amounts received from the exercise of the rights provided in this section.

the process of protein phosphorylation.

RESCUEVIEW

Indiscretions by a subscriber will not be published unless it is a matter of public interest.

User of the Proprietary to make payments of rent or use fees directly to Lennder. If the Rentes are collected by Lennder, then Grammatical irrevocably designs Lennder as Grammar's attorney-in-fact to endorse instruments received in payment of Rentes to Lennder. Whether or not any proper grounds for non-payment under the lease exist, Lennder shall satisfy the obligation to pay Rentes by other users to Lennder in response to Lennder's demand which the Proprietary has made.

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MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) ss

COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Alfonso Valadez and Maria J. Valadez, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of March, 19 98.

By Victoria Buoscio

Residing at 10635 Ewing Avenue, Chicago, IL

Notary Public in and for the State of Illinois

My commission expires February 5, 2002

"OFFICIAL SEAL"

Victoria Buoscio

Notary Public, State of Illinois

My Commission Expires Feb. 5, 2002

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